

Exhibit E

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1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF NEW YORK

3 MARK MACRIS,

4 Plaintiff,

5 v.

6 EXPERIAN INFORMATION
7 SOLUTIONS, INC. and
8 SPECIALIZED LOAN SERVICING,
LLC,

9 Defendants.

)
10) CERTIFIED COPY
11)
12) Civil Action No.
13) 17-CV-361
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13 RULE 30(b)(6) DEPOSITION OF

14 EXPERIAN INFORMATION SOLUTIONS, INC. and
15 SPECIALIZED LOAN SERVICING, LLC,

16 BY AND THROUGH LORETTAPOCH

17 LITTLETON, COLORADO

18 AUGUST 14, 2018

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20
21 ATKINSON-BAKER, INC.
22 COURT REPORTERS
23 (800) 288-3376
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25 REPORTED BY: TERRY H. EDWARDS,
Registered Professional Reporter
FILE NO.: AC03E10

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1 servicer.

2 Q Can you tell me the kind of work that SLS
3 typically does?

4 A Yes. We service mortgage loans for
5 investors, meaning we are the face to the borrower.
6 We collect their monthly mortgage payments,
7 disburse taxes and insurance, foreclose if it
8 becomes necessary, conduct loss mitigation, try to
9 resolve delinquencies, and if we are unable to and
10 we wind up foreclosing and going through a
11 foreclosure sale, then we sell the property for
12 many of the investors after the foreclosure is
13 complete.

14 Q You say loss mitigation. Does SLS collect
15 debts on behalf of its clients?

16 MR. MCGRATH: Objection as to form.

17 A We attempt to resolve a delinquency with
18 borrowers, get a loan performing. We do not
19 collect deficiencies.

20 Q (BY MR. ANDREWS) With respect to default
21 accounts, does SLS attempt to collect moneys on
22 those accounts for its clients?

23 MR. MCGRATH: Object as to form.

24 A We attempt to get the monthly mortgage
25 payments brought current.

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1 Q (BY MR. ANDREWS) Okay. So is it fair to
2 say a regular part of SLS's practice is to collect
3 defaulted debts for its clients?

4 MR. MCGRATH: Objection as to form.

5 A That is a small part of our business.

6 Q (BY MR. ANDREWS) Is it something that SLS
7 does regularly?

8 A Yes.

9 MR. MCGRATH: Objection as to form.

10 A Yes. We work defaulted loans regularly.

11 Q (BY MR. ANDREWS) Does SLS provide
12 training in FDCPA compliance?

13 A Yes.

14 Q Are you familiar with that training?

15 A I am.

16 Q Can you describe the training to me?

17 A When you're a new hire at SLS, you go
18 through initial training, and it's a 2-week
19 intensive training, and one of the modules is
20 FDCPA. And then annually every employee is
21 recertified by going to a training module and
22 passing a test.

23 Q A written test?

24 A It's electronic.

25 Q Well, you said there's a 2-week training

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1 A I don't know.

2 Q (BY MR. ANDREWS) Okay. Do you know if
3 that procedure, as it exists today, was the same as
4 it was back in 2016 with respect to FCRA training
5 and compliance?

6 MR. MCGRATH: Objection as to form.

7 A As to annual recertification, it is the
8 same.

9 Q (BY MR. ANDREWS) But outside of the
10 annual, you're not sure?

11 A Correct.

12 Q Let's talk about the current matter. At
13 some point, did SLS attempt to collect debt from
14 the plaintiff -- in this Western District of New
15 York case, Mark Macris?

16 MR. MCGRATH: Objection as to form.

17 A There were communications between SLS and
18 both Mr. and Ms. Macris, both verbal and in
19 writing. Monthly billing statements were sent,
20 solicitations for loss mitigation were sent, and
21 Mr. Macris called in several times to discuss
22 making monthly payments.

23 Sometimes he would ask about loan
24 modification, and sometimes he would say he wasn't
25 interested in loan modification. Ms. Macris

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1 Q So we see that this is an Order of
2 Reference, and then if we look at the caption there
3 is a plaintiff, U.S. Bank National Association as
4 Trustee for the SROF-2013-S3 Remic Trust 1?

5 A Yes.

6 Q Does that refresh your recollection as to
7 who SLS's client may be?

8 A Yes.

9 Q Is that still SLS's client with respect to
10 this account?

11 MR. MCGRATH: Objection as to form.

12 A I don't know if this property has been
13 liquidated or not, meaning at REO sale.

14 Q (BY MR. ANDREWS) Are you aware if at any
15 time prior to the sale of the property if the
16 account changed hands?

17 MR. MCGRATH: Objection as to form.

18 A I'm not aware of a change.

19 Q (BY MR. ANDREWS) As far as you know, that
20 would've been SLS's client throughout this process?

21 MR. MCGRATH: Objection as to form.

22 A Yes.

23 THE WITNESS: I'll put Humpty Dumpty back
24 together here real quick.

25 Q (BY MR. ANDREWS) Kind of flimsy. So is

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1 there someone at SLS that's in charge, or a
2 supervisor, of handling e-Oscar disputes?

3 MR. MCGRATH: Objection as to form. Asked and
4 answered.

5 A The handling of e-Oscar disputes?
6 Customer support.

7 Q (BY MR. ANDREWS) You're not aware if it's
8 one person?

9 MR. MCGRATH: Objection as to form.

10 A There is not one person. It's a group.

11 Q (BY MR. ANDREWS) If a person in that
12 department that you just identified in customer
13 support has a question, is there someone that they
14 can go to in the hierarchy of SLS to have that
15 question answered, regarding a dispute filed by a
16 consumer?

17 MR. MCGRATH: Objection as to form.

18 A There are supervisors and managers and
19 officers above the managers that are available.

20 Q (BY MR. ANDREWS) Okay. So let's do this:
21 Can you describe to me kind of the hierarchy for
22 that customer support department?

23 A Yes. There is the analysts, regular level
24 department employees, and then they report to a
25 supervisor, supervisors report to managers,

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1 managers report to officers, junior officers, and
2 then junior officers report to senior officers.

3 Q Are you aware of how far up that hierarchy
4 you just identified, an analyst, a supervisor, a
5 manager, a junior officer, and a senior officer,
6 how far up that hierarchy a dispute could be
7 handled? In other words, would a senior officer
8 ever handle a dispute?

9 MR. MCGRATH: Objection as to form.

10 A I don't know.

11 Q (BY MR. ANDREWS) What about a junior
12 officer? Do you know if a junior officer would
13 ever handle a dispute?

14 A I don't know.

15 Q What about a manager? Do you know if a
16 manager would ever handle a dispute?

17 A I don't know.

18 Q What about supervisor? Do you know if a
19 supervisor would ever handle a dispute?

20 A I don't know.

21 Q Analyst? Do you know if --

22 A Yes, they do.

23 Q An analyst handles disputes?

24 A Yes. And then it would be up to them to
25 escalate if they needed assistance, or if there

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1 Q (BY MR. ANDREWS) Does SLS have protocol
2 with respect to how much time it takes to process
3 the dispute?

4 MR. MCGRATH: Objection as to form.

5 A Not that I'm aware of.

6 Q (BY MR. ANDREWS) So there's no protocol
7 in terms of how long it's going to take them to
8 investigate a dispute?

9 MR. MCGRATH: Objection as to form.

10 Misstates.

11 A Not that I'm aware of.

12 Q (BY MR. ANDREWS) Back in 2016, was there
13 any protocol in place for how complete SLS would
14 process a dispute?

15 A Not that I'm aware of.

16 Q With respect to any e-Oscar dispute, were
17 you aware of any guidelines from SLS's client or
18 in-house on how long it should take for SLS to
19 respond to a dispute?

20 MR. MCGRATH: Objection as to form.

21 A Not that I'm aware of.

22 Q (BY MR. ANDREWS) Is it SLS's position
23 that it has a responsibility to respond to disputes
24 that come directly from the consumer?

25 MR. MCGRATH: Objection as to form.

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1 that SLS treats all communication as if it was a
2 written communication?

3 A No.

4 Q Does SLS have a policy that calls for
5 distinction on how to treat written communication
6 versus oral communication coming from the consumer?

7 A We have a policy with regard to all
8 written communications how they're handled and the
9 timeliness of the response, and we have a policy
10 regarding verbal communications and the response.

11 Q Are those response times different if it's
12 verbal versus written communication from the
13 consumer?

14 A All communications must be in compliance
15 with FDCPA. With regard to written responses, they
16 must be in accordance with RESPA guidelines.

17 Q Okay. Let's talk a little bit about SLS's
18 procedure responding to disputes. Are you familiar
19 with that procedure?

20 MR. MCGRATH: Objection as to form.

21 A Are you talking about written disputes?

22 Q (BY MR. ANDREWS) I'm talking about an
23 e-Oscar dispute.

24 A Yes.

25 Q Let's go through it step by step. Okay?

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1 A Okay.

2 Q So let's look at --

3 MR. ANDREWS: We'll mark -- let's mark the
4 whole thing.

5 (Exhibit 2 marked for identification.)

6 Q (BY MR. ANDREWS) I'm showing you a
7 document marked as plaintiff's Exhibit 2. It's a
8 series of documents Bates stamped SLS 371 through
9 SLS 857.

10 . Have you seen this stack of documents
11 prior to today?

12 A Yes.

13 MR. MCGRATH: Take a look at it.

14 A Yes.

15 Q (BY MR. ANDREWS) Okay. Can you identify
16 for me SLS 371 through 374?

17 A These are SLS responses to an e-Oscar
18 dispute filed by Mr. Macris.

19 Q Okay. You testified that you're familiar
20 with that process, the ACDV, you're familiar with
21 that term?

22 A Yes.

23 Q That comes from -- the CRA in this case,
24 looking at SLS 371 Experian. Are you familiar with
25 that?

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1 A Yes.

2 Q How does the analyst get this?

3 A It comes electronically through the
4 e-Oscar dispute system.

5 Q Okay. You testified that there's multiple
6 analysts, correct?

7 A Yes.

8 Q How does it get to analyst Seth, for
9 example, with Brian?

10 A I don't know.

11 Q After it makes its way to the analyst, and
12 your testimony is you're not sure how that
13 particular analyst gets assigned it; is that
14 correct?

15 A That's correct.

16 Q Does that analyst look up the account
17 that's in dispute?

18 A Yes, they do.

19 Q How do they do that?

20 A They look in our servicing platform.

21 Q What's that?

22 A It's called FISERV.

23 Q Can you spell it?

24 A F-I-S-E-R-V.

25 Q What do you mean by "servicing platform"?

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1 Explain it to me like I'm in third grade, if you
2 can.

3 A Okay. It houses all of the loan
4 information, borrower, borrower's mailing address,
5 property address, financial information regarding
6 the loan, all servicing notes regarding the loan,
7 and the mortgage loan payment history.

8 Q So is it an account management system? Is
9 that fair to say?

10 MR. MCGRATH: Objection as to form.

11 Q (BY MR. ANDREWS) As you understand that
12 term?

13 A Yes.

14 Q When you say there's notes, if we look at
15 the remainder of plaintiff's Exhibit 2, starting at
16 381 [sic] through 857, are those the notes that
17 you've referenced that would be housed in the
18 FISERV --

19 MR. MCGRATH: I want you to take a look. You
20 said through [587]?

21 MR. ANDREWS: Yeah, 381 through -- 857. I'm
22 sorry.

23 MR. MCGRATH: 857.

24 A Yes.

25 Q (BY MR. ANDREWS) Okay. Would there be

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1 Q Do you know if it's something -- that
2 first screen you just described, is that possible
3 that analyst could print off that information
4 onto --

5 A Yes.

6 Q Okay. So after that first screen, what
7 then -- what would the analysts do next after
8 locating the account and looking at the first
9 screen on the FISERV?

10 A They would look at the loan payment
11 history, these servicing notes. They would look at
12 the imaging system, which is separate from FISERV,
13 but that houses the note, the mortgage, the
14 assignments, correspondence regarding the loan, any
15 images related to the loan.

16 Q Is that imaging separate from FISERV?
17 What is that imaging connected to?

18 A It's called Global Viewpoint.

19 Q Is Kimberly separate software?

20 A It is.

21 Q Is the analyst able to open up a PDF of
22 the imaging?

23 A Yes, they are.

24 Q Okay. Is there kind of like a punch list
25 that the analyst is instructed to go through to

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1 MR. ANDREWS: Okay.

2 (Recess taken from 11:15 a.m. to 11:25 a.m.)

3 Q (BY MR. ANDREWS) Those documents that are
4 housed in that Global Viewpoint software, are those
5 obtained from SLS's client?

6 MR. MCGRATH: Objection as to form.

7 A Those are obtained from the prior
8 servicing company that transferred the servicing to
9 Specialized.

10 Q (BY MR. ANDREWS) Does SLS ever request
11 documents from the clients?

12 MR. MCGRATH: Objection as to form.

13 A The clients don't do loan-level work.

14 Q (BY MR. ANDREWS) Just so I understand
15 then, anytime SLS receives e-Oscar's review, their
16 protocol is they're never going to contact a client
17 relative to that dispute?

18 MR. MCGRATH: Objection as to form.

19 Misstates.

20 A When you say client, you mean in this case
21 the plaintiff in the foreclosure action?

22 Q (BY MR. ANDREWS) Correct.

23 A That is correct, we would not.

24 Q Okay. And that's just not for this
25 particular case. That's for any foreclosure

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1 action?

2 MR. MCGRATH: Objection as to form.

3 A That's correct.

4 Q (BY MR. ANDREWS) Okay. You just
5 testified that the client isn't involved in that
6 level of activity on the account; is that right?

7 MR. MCGRATH: Objection as to form.

8 A That's right.

9 Q (BY MR. ANDREWS) Okay. Is there anything
10 that would prevent SLS from reaching out to the
11 client to request certain documents that might be
12 beneficial with respect to a response to this view?

13 MR. MCGRATH: Objection as to form.

14 A Because we know on these trusts that they
15 do not involve themselves loan level on any of the
16 loans. We would not reach out to them for document
17 specific -- or loan-specific documents.

18 Q (BY MR. ANDREWS) When SLS receives any
19 e-Oscar dispute, do they ever contact the consumer
20 or the individual making the dispute?

21 A I don't know.

22 Q Do you know if there's a written procedure
23 policy with respect to whether they contact the
24 consumer when they make a dispute?

25 A I'm not aware of one.

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1 Q So going back to the analyst then who has
2 reviewed the screens on the FISERV software, what
3 do they do next with respect to that procedure
4 responding to the e-Oscar dispute?

5 A Once they verified the information is
6 correct, an electronic response is sent to the
7 dispute.

8 Q So if we look at plaintiff's Exhibit 2,
9 SLS 371, the electronic response, would that be --
10 if we look at the top right, there's a column that
11 says Response Code, and that's got 01. Is that
12 account information accurate as of the date
13 reported? Is that what would be transmitted
14 electronically?

15 A This entire form is, but that's our
16 specific response.

17 Q Is that response manually typed in by the
18 analyst, or is it already kind of keyed in? So if
19 you hit 01, that statement is what shows up?

20 MR. MCGRATH: Objection as to form.

21 A I've never done it, so I don't know the
22 answer.

23 Q (BY MR. ANDREWS) Do you know if there's
24 other response codes other than that 01?

25 A I was looking at the Credit Bureau Codes

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1 and -- you know just on Google, their master list,
2 but as I sit here I can't recall.

3 Q Can you walk me through what entries would
4 also be made on what you're electronically sending
5 back to the Credit Bureau?

6 A In the rest of the form, other than the
7 upper right-hand Response Code, anything in gray is
8 our response. Anything not in gray was pulled from
9 the Credit Bureau. The Credit Bureau pulled it at
10 the time they sent the dispute to us.

11 Q So looking down -- 371, there's a
12 Compliance Condition Code, and there's a blank
13 underneath it towards the bottom -- are you with
14 me?

15 A Yes.

16 Q And then next there's an SCC, and then
17 below that there's BO. Do you see that?

18 A Correct.

19 Q Do you know what BO stands for?

20 A I do not.

21 Q That was information that was provided
22 from the Credit Bureau when they sent over the ACDV
23 initially?

24 A Yes.

25 Q Do you know if that BO designation was at

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1 one point initially provided by the furnisher, in
2 this case SLS, to the Credit Bureau?

3 A I don't know.

4 Q So once you fill out the information
5 that's in gray, and you electronically send it, you
6 press a button and it goes? I may be
7 oversimplifying it, but that's the gist?

8 A That is the gist.

9 Q Okay. Do you print out or scan that ACDV
10 response and attach to your system?

11 A It is saved in Global Viewpoint.

12 Q Okay. This says draft. Is there a
13 finalized version that went out?

14 A The issue is this is an e-Oscar form, and
15 they have never gotten rid of their watermark.
16 It's on every one of their forms.

17 Q Even though it says draft, this is what it
18 looks like when the analysts updated the
19 investigation and punched that button and it went
20 back?

21 A That's correct.

22 Q Okay. Do you know what the Compliance
23 Condition Code is?

24 A I do not.

25 Q Do you know if you have to provide, as a

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1 furnisher, compliance condition codes to adhere to
2 the FCRA?

3 A I do not know.

4 Q So any information SLS would have about
5 Mr. Macris's dispute that was provided through
6 Experian, it looks like July 26, 2016 as stated on
7 SLS 371, which is plaintiff's Exhibit 2, that would
8 all be derived from either/or the FISERV screen
9 documents and Account Summary notes; is that right?

10 A And if needed, the review of the actual
11 loan documents.

12 Q Which would be imaged in the Global
13 Viewpoint?

14 A That's correct.

15 Q Okay. Other than plaintiff's Exhibit 2,
16 which is the ACDV form from Experian, and those
17 Account Summary notes which you recently provided,
18 as well as you provided some documents or initial
19 disclosures, and the prior document production,
20 which I think we probably put on the record as --
21 I'll just say it again, Bates 051 through 370 --

22 A Do you want me to look at a few pages?

23 Q No, no. Other than those documents I just
24 named, are there any other documents that SLS would
25 have in their possession that would relate to

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1 A I do. I lost the page. I'll take you
2 back to it in just a minute.

3 MR. MCGRATH: You need a sticky.

4 THE WITNESS: Terry gracefully provided it.
5 She gave it to me when I got this.

6 A It's much easier when it's electronic and
7 you're word searching. Your question was
8 specifically when Mr. Macris contacted us?

9 Q (BY MR. ANDREWS) Correct.

10 MR. MCGRATH: Off the record.

11 (Discussion off the record.)

12 MR. ANDREWS: Back on the record.

13 Q (BY MR. ANDREWS) The question was, was
14 August 24, 2015 the date Mr. Macris first contacted
15 SLS disputing that he was responsible or obligated
16 on the mortgage?

17 A Yes.

18 Q It was also the first time that he
19 requested that he be dropped from the foreclosure
20 action?

21 A Yes.

22 Q Let's look at 6-26. Are you with me?

23 A I am.

24 Q Can you -- can you explain the notation,
25 the first one, on March 26, 2016? It starts with

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1 Q So is it SLS's policy and procedure to
2 record all communications telephonically it has
3 with customers or consumers?

4 MR. MCGRATH: Objection as to form.

5 A If the borrower requests that the call not
6 be recorded, then -- so initially, they can ask
7 that the call not be recorded, and then a
8 supervisor call them back on an unrecorded line.
9 But if the caller does not request that the call
10 not be recorded, it should be recorded.

11 Q (BY MR. ANDREWS) Okay. Assuming there's
12 no request not to record, is it recorded regardless
13 of whether it's an inbound or an outbound call?

14 A Yes.

15 MR. MCGRATH: I'm going to need to take a
16 break.

17 MR. ANDREWS: Okay.

18 (Recess taken from 12:40 p.m. to 12:47 p.m.)

19 MR. ANDREWS) Back on the record.

20 Q (BY MR. ANDREWS) You previously testified
21 that the policy is that it is okay to have these
22 recordings, but you didn't listen to the recordings
23 in preparation for today's deposition testimony; is
24 that right?

25 A That's right.

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1 MR. MCGRATH: Object as to form.

2 A Yes.

3 Q (BY MR. ANDREWS) Is there a procedure in
4 which SLS allocates what analyst is going to handle
5 what dispute?

6 A I have not seen the procedure.

7 Q Is it routine for one analyst to receive a
8 written dispute and for another analyst to provide
9 a written response to that dispute?

10 MR. MCGRATH: Objection as to form.

11 A Yes.

12 Q (BY MR. ANDREWS) That's a common
13 occurrence, to have two different analysts work two
14 different parts of the dispute.

15 MR. MCGRATH: Objection as to form and
16 misstates.

17 A The correspondence comes in and is scanned
18 and assigned to the customer support group. That's
19 one analyst, the receipt. Then it gets to that
20 group and the analyst in that group handles it from
21 there.

22 Q (BY MR. ANDREWS) Is there any indication
23 in the Account Summary notes of the investigation
24 that Patricia, that that analyst teller with ID
25 30614 did to fashion that response?

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1 look at 683.

2 A Okay.

3 Q And the same thing, what does that state?

4 A The date is 9-6-2016. Teller ID 1985.

5 Transaction Type Code DM. Mark K. Macris checking
6 status of the loan. Advised foreclosure sale date
7 9-27-16. Advised spoc verified removed home number
8 (716) 632-1564. It's his parents' phone number.
9 He said not working on loss mit. He asked if he is
10 still on the loan. Advised yes, Linda C.

11 Q What is spoc?

12 A Single point of contact.

13 Q Can we look at 684? Can you explain those
14 notes?

15 A Yes. Dated 9-14-2016. Teller ID 1833.

16 Transaction Type Code NT. Deal status change.

17 Status changed to denied of 9-14-2016 comment.

18 Comments: RMA needs to be completed by both
19 borrowers. Divorce decree doesn't forgive
20 ownership to either borrower, proof of income for
21 each borrower for last 30 days.

22 Q When it says deal status change, what does
23 that mean?

24 A Meaning to change who was liable on the
25 note, to remove Mr. Macris was denied.

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1 Q What does RMA stand for?

2 A Request for modification -- mortgage
3 assistance.

4 Q And SLS is requesting proof of income for
5 both Mr. and Ms. Macris?

6 A Yes.

7 Q Why are they requesting proof of income?

8 A To see that Ms. Macris had the ability to
9 pay the loan on her own.

10 Q Wasn't it each borrower? It doesn't just
11 say Ms. Macris.

12 A It does say each borrower.

13 Q Do you know why they're requesting
14 Mr. Macris's income?

15 A I don't know.

16 Q So prior to receiving the e-Oscar dispute,
17 did SLS have any involvement in reporting
18 Mr. Macris's credit data to any credit reporting
19 agency --

20 MR. MCGRATH: Objection as to form.

21 Q (BY MR. ANDREWS) -- regarding the
22 account?

23 A We began reporting to all four Credit
24 Bureau's in June of 2014, and that was reporting
25 the status of the loan with regard to both Mr. and

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1 Ms. Macris.

2 Q Prior to reporting Mr. Macris's credit
3 data for this account -- and again this is pre-
4 dispute, did SLS ever contact its client to verify
5 the accuracy of what it was reporting?

6 MR. MCGRATH: Object as to form.

7 A The client would not have been contacted
8 because they would not have had loan-level data.

9 Q (BY MR. ANDREWS) Was SLS aware at the
10 time it reported Mr. Macris's credit data on the
11 account in May of 2016 that Mr. Macris was removed
12 from the foreclosure action that was filed in New
13 York Supreme Court, Erie County area.

14 MR. MCGRATH: Objection as to form.

15 A I don't know.

16 Q (BY MR. ANDREWS) Did SLS ever contact its
17 client or its client's attorney Davidson & Fink to
18 clear Mr. Macris as judgement debtor prior to
19 reporting Mr. Macris's credit data in May of 2016?

20 MR. MCGRATH: Objection as to form.

21 A Whether Mr. Macris was a judgment debtor
22 in the foreclosure would not impact how we reported
23 credit.

24 Q (BY MR. ANDREWS) That wasn't my question.

25 My question was, did SLS ever contact

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1 Q (BY MR. ANDREWS) Yeah.

2 A I don't know.

3 Q Okay. Do you know what documents SLS
4 reviewed prior to providing the ACDV response?

5 MR. MCGRATH: Objection as to form. Asked and
6 answered.

7 A I don't know.

8 Q (BY MR. ANDREWS) Did SLS get a copy of
9 the correspondence from Experian, the e-Oscar
10 dispute?

11 A Yes, we did receive e-Oscar dispute.

12 Q What I'm asking is, did you get a copy of
13 the dispute from Mr. Macris that he sent to
14 Experian? Did Experian provide you a copy of that
15 actual dispute?

16 MR. MCGRATH: Objection as to form. Vague as
17 to time.

18 A I don't know.

19 Q (BY MR. ANDREWS) If we look over at the
20 far right column, there's a Date Sent and then
21 there's 7-26-2016.

22 A Correct.

23 Q That's the date that Experian sent ACDV to
24 SLS?

25 A I don't know. This isn't an SLS form.